Johs. Rasmussen, Svebølle A/S



Øresøvej 2, 4470 Svebølle - Phone +45 59 29 31 23, Fax +45 59 29 37 60 **www.johs-rasmussen.dk**

STANDARD TERMS

Standard terms for Johs. Rasmussen, Svebølle A/S (hereinafter called the carrier).

- 1. **Information and documents**: The transport buyer shall provide *the carrier* with all relevant information required for performing the transport including information on the nature of the cargo, quantity, gross weight, dimensions, place of delivery and reception, time and other information relevant for the travel planning. The transport buyer shall also provide *the carrier* with all necessary documents related to the cargo, including any customs documents, veterinary certificates, etc.
- 2. **Performance of the transport**: *The carrier* shall be obliged to have the equipment operated by personnel which is adequately trained to perform the agreed tasks. Drivers shall have the necessary knowledge of labour rules, securing cargo, document procedures at border crossings, geography and traffic conditions.
- 3. **Loading/unloading**: The transport buyer shall be responsible for safe loading and unloading. *The carrier's* participation for loading and unloading shall require an explicit agreement.
- 4. **Freight payment**: The agreed price for the transport task includes all related costs and expenses. Specific costs related to goods, such as cost of preparation of customs documents and product licenses can be levied separately.

Transport requiring special driving licenses, etc., and where only a limited number of permits is available, may entail increased costs through increased transportation distances, detour, etc. The transport buyer shall be liable for such costs.

If a mileage rate has been agreed, the transport buyer shall pay any additional road costs, including road tolls, road taxes, ferry charges, bridge and tunnel charges, telephone charges and customs clearance. Upon settlement according to mileage, the calculation is based on the mileage necessary and reasonable for completion of the transport, unless otherwise expressly agreed.

- 5. **Limitation of liability**: All transport services, both international and national operations, are performed according to the provisions of the CMR Act. In addition, the General Provisions of the Nordic Association of Freight Forwarders (NSAB 2000) apply to the extent the provisions of the CMR Act does not preclude this. The provisions of the CMR Act and NSAB 2000 limit our liability for loss, deterioration or damage of goods to SDR 8.33 per kg. gross weight, and delay to the freight amount. Liability as provider is limited to SDR 50,000.00 per order. Warehouse tasks are subject to NSAB 2000, section 27 c, letter 3, which provides a maximum compensation limit of SDR 500,000.00 for all our stock. Please note that according to section 30 of NSAB 2000, claims lapse after 1 year, and pursuant to section 14 of NSAB 2000 lien includes both current as previous assignments. Claims for freight and agreed additional costs shall be paid regardless of the contract's terms of delivery according to section 10 of NSAB 2000. All our activities are provided under the General driving rules for road transport (AKV 97).
- 6. **Transfer of transport assignments**: *The carrier* shall be entitled to use the sub-carriers to perform the transportation as long as *the carrier* undertakes only to assign tasks to transport carriers that meet the same requirements as *the carrier* with regard to insurance, permits, certificates, etc.
- 7. **Venue**: Danish legislation shall apply to all transport agreements and any dispute between the parties is settled by *the carrier's* venue.